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STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
SPRINGFIELD

ACE Group
Regulatory Compliance
Routing Office of General
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Viola.mcbride@acegroup.com
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Viola McBride
Medical Risk Product Manager

FILED

December 13, 2011

MAR 27 2012

STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
SPRINGFIELD, ILLINOIS

Ms. Gayle Neuman
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
320 West Washington Street
Springfield, Illinois 62767

Re:	Company	ACE USA #0626	NAIC#	FEIN	FL#
	ACE American Insurance Company		22667	95-2371728	09271

RATE/RULE Allied Health Professional Liability Rules Filing
Our Filing Number: 11-MR-2009802(R)

Dear Ms. Neuman:

ACE American Insurance Company is filing a revision to its Allied Healthcare Program, which is currently approved for use in your state.

In this filing, we introduce a 0.2% decrease in rates. We are also removing explicit charges for Additional Insureds. Additional Insureds may be added to policies for no additional charge, with the exception of when Additional Insureds cover Employee Assistance Programs. We have also added a physician and bed rate for Hospice Agencies.

Our company has a plan for the gathering of statistics or the reporting of statistics, to Insurance Services Office.

Our corresponding forms filing, 11-MR-2009802(F), was submitted on November 7, 2011, via SERFF, under SERFF tracking number ACEH-127767730, and is pending.

We are requesting approval at the earliest possible effective date.

Sincerely,

Viola McBride

Viola McBride

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**ACE American Insurance Company
Illinois
Allied Health
Actuarial Certification**

1

Statement of Actuarial Opinion

215 ILCS 5/155.18

In my opinion, the rates proposed in this filing are based on sound actuarial principles and are not inconsistent with the company's experience.

Name: Nanette Tingley

Title: Vice President and Actuary

Accreditation: A.C.A.S., M.A.A.A.

Date: August 22, 2011

Signature: 

Change in Company's premium or rate level produced by rate revision effective

01/15/2012

(1) Coverage	(2) Annual Premium Volume (Illinois)*	(3) Percent Change (+ or -)**
1. Automobile Liability Private Passenger		
Commercial		
2. Automobile Physical Damage		
Private Passenger		
Commercial		
3. Liability Other Than Auto		
4. Burglary and Theft		
5. Glass		
6. Fidelity		
7. Surety		
8. Boiler and Machinery		
9. Fire		
10. Extended Coverage		
11. Inland Marine		
12. Homeowners		
13. Commercial Multi-Peril		
14. Crop Hail		
15. Other <u>Medical Malpractice</u>	<u>242,639</u>	<u>-0.2%</u>

Does filing only apply to certain territory (territories) or certain classes? If so, specify:

no

Brief description of filing. (If filing follows rates of an advisory organization, specify organization):

It is to implement a -0.2% reduction in the rates for ACE's Allied Health business

* Adjusted to reflect all prior rate changes.

** Change in Company's premium level which will result from application of new rates.

ACE American Insurance Company

Name of Company

Robert Reilly, Vice President

Official - Title

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DEC 15 2011

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DEPARTMENT OF INSURANCE
SPRINGFIELD, ILLINOIS

Neuman, Gayle

From: McBride, Viola [Viola.McBride@acegroup.com]
Sent: Monday, March 26, 2012 11:12 AM
To: Neuman, Gayle
Subject: RE: ACE American Insurance Company - Rate/Rule Filing #11-MR-2009802(R)

Dear. Ms. Neuman,

Per our conversation of this date, we wish to confirm that this filing was not put into effect on January 15, 2012. We would like to implement this program, effective 03/27/12. Thank you.

Viola McBride
Product Manager
Medical Risk
ACE NA General Counsel
Product Line Support
510 Walnut Street, WB04G
Philadelphia, PA 19106
(215) 640-5238
viola.mcbride@acegroup.com

From: Neuman, Gayle [<mailto:Gayle.Neuman@illinois.gov>]
Sent: Monday, March 26, 2012 9:06 AM
To: McBride, Viola
Subject: ACE American Insurance Company - Rate/Rule Filing #11-MR-2009802(R)

Ms. McBride,

The Department of Insurance has now completed its review of the filing referenced above. Originally, ACE American requested the filing be effective January 15, 2012. Was the filing put in effect on January 15, 2012 or do you wish to have a different effective date?

Your prompt response is appreciated.

Gayle Neuman

Illinois Department of Insurance
Property & Casualty Compliance
(217) 524-6497

Please refer to the Property & Casualty Review Checklists before submitting any filing. The checklists can be accessed through the Department's website at www.insurance.illinois.gov.

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I. APPLICATION OF MANUAL

- A. The rules contained in these pages govern the writing of Professional and General Liability policies for Allied Health professionals.
- B. The rules, rates, rating plans and forms filed on behalf of the Company, and not in conflict herewith, will govern in all cases not specifically provided for herein.

II. POLICY TERM

- A. Policies may be written for a term of one year and renewed annually thereafter.

Coverage may be extended for a period not to exceed sixty (60) days beyond expiration date, subject to the consent of the Company and the rates and forms in effect for the expiring policy term. Premiums for this extension shall be calculated on a pro-rata basis.

Coverage may be renewed, subject to the consent of the Company, for additional periods by payment of a premium calculated according to the company's rates, rules and forms in effect at the time of renewal.

III. PREMIUM COMPUTATION

- A. Premiums at policy inception will be computed using rules, rates and rating plan in effect at that time.
- B. When a policy is issued for other than a whole year, the premiums will be computed on a pro-rata basis.

IV. FACTORS OR MULTIPLIERS

Unless otherwise noted, factors or multipliers are to be applied consecutively, as opposed to being added together.

V. POLICY WRITING MINIMUM PREMIUM

No policy minimum premium applies.

VI. WHOLE DOLLAR RULE

- A. The premium for each peril, coverage or exposure for which a separate premium is calculated will be rounded to the nearest whole dollar as follows:
 - 1. Any value involving \$.50 or more will be rounded up to the next highest whole dollar amount.
 - 2. Any value involving \$.49 or less will be rounded down to the next lowest whole dollar amount.

VII. ADDITIONAL PREMIUM CHARGES

- A. All coverage changes or additions involving additional premiums will be pro-rated based upon the effective date of the change.
- B. The rates and rules that were in effect at the inception date of the policy period are to be used in all additional premium calculations.
- C. Additional premiums of \$24 or less may be waived. This waiver only applies to charges due on the effective date of change endorsements.

VIII. RETURN PREMIUMS

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MAR 27 2012

Edition 9/2011

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SPRINGFIELD, ILLINOIS

- A. Deletion of any coverage other than an optional coverage is not permitted unless the entire policy is cancelled.
- B. Return premiums are computed using rates in effect at the policy inception.
- C. Return premiums are computed pro rata and rounded in accordance with the whole dollar rule when any coverage or exposure is deleted, or an amount of insurance is reduced.

IX. POLICY CANCELLATIONS

- A. This policy may be canceled flat by the Insured within 60 days of the effective date. Evidence of such cancellation must be received by the Company within the 60-day period.
- B. Any cancellation initiated by the Company more than 60 days from inception will be computed on a pro-rata basis.
- C. Cancellation initiated by the Insured will be computed pro rata less a penalty of 10% unless the same coverage is rewritten by the Company, in which case no penalty shall be applied.

X. COVERAGE

- A. Professional Liability is available on an occurrence or claims made basis.
- B. General Liability is provided on an occurrence or claims made basis.

XI. ELIGIBILITY

Rate Tables I and II under Section XVI. of these rules list the categories of service providers that are eligible for coverage.

The following additional eligibility/rating criteria apply to entities:

- 1. Entities with more than 75 full time equivalent employees will be written on a Refer to Company basis.

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XII. LIMITS OF LIABILITY

A. The rates displayed in Rate Tables I and II under Section XVI. are to be treated as follows:

1. Table I provides Professional Liability rates for all allied health professionals, other than Optometrists and Opticians, for limits of \$1,000,000/\$3,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits below \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Aggregate	25	100	200	250	500	1,000
75	0.395					
300		0.632				
500				0.752	0.822	
600			0.712			
750				0.758	0.830	
1,000					0.834	0.944
3,000						1.000

2. Table II provides Professional Liability rates for Optometrists and Opticians for limits of \$1,000,000/\$1,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits up to \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Per Professional Incident (000) / Aggregate	
100 / 300	0.449
200 / 600	0.590
250 / 750	0.638
300 / 800	0.682
400 / 900	0.760
500 / 1,000	0.816
1,000 / 1,000	1.000
1,000 / 2,000	1.010
1,000 / 3,000	1.020

XIII. DEDUCTIBLE

The basic Allied Health Professional Liability policy has no deductible.

For firms or entities, the following deductible options may be selected, and the insured is responsible for the entire amount of each loss up to the selected deductible amount.

Deductible eroded by Indemnity	Factor
\$2,500	.975
\$ 5,000	.950
\$10,000	.925
\$15,000	.900
\$20,000	.875
\$25,000	.850
Over \$25,000	Refer to Company

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MAR 27 2012 Edition 9/2011

**STATE OF ILLINOIS
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Deductible eroded by Indemnity and Other Payments	Factor
\$2,500	0.968
\$ 5,000	0.935
\$10,000	0.903
\$15,000	0.870
\$20,000	0.838
\$25,000	0.805
Over \$25,000	Refer to Company

XIV. OPTIONAL COVERAGES

A. Additional Insured

An additional insured may be added to the policy for no additional charge for allied health and human services entities, with the exception of entities offering employee assistance program services. The charge for each additional insured will be \$15. All individual policies there will be a charge of \$50 per additional insured.

Such additional insured's may include clinics, hospitals, etc., to which the insured may be contracting with.

Additional insureds as described in this section will be added on a shared limits basis.

B. General Liability

General Liability is available for an additional premium. The occurrence General Liability premium is calculated at 10% of the mature claims made professional liability premium at the same limit of liability. If the General Liability coverage is provided on a claims made basis then the premium must be calculated as the occurrence premium multiplied by the appropriate step factor. The premium for other limits will be rated on a refer to company basis. Entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) are subject to a minimum charge of \$250.

If General Liability coverage is purchased, then Employee Benefits Liability coverage is available at no additional premium.

Insureds that purchase General Liability may obtain coverage for Certified Acts of Terrorism, as defined in the Terrorism Risk Insurance Act of 2002, for an additional premium charge of up to 5% of the otherwise applicable General Liability premium.

C. Non-Owned Automobile Liability

This coverage option is available for entities only. The premium is calculated by multiplying the applicable rate by the total number of employees. The rates for the available limits options (000) are shown in the table below, along with the minimum premiums applicable to this coverage option.

	\$250/\$250	\$500/\$500	\$1,000/\$1,000	\$1,000/\$3,000
Per Employee Charge	\$14	\$16	\$18	\$20
Minimum Premium	\$250	\$500	\$1,000	\$1,000

D. Claims Made Coverage

The following rating procedures apply to professional liability written on a claims made basis:

1. Determine the applicable occurrence premium.

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Edition 9/2011

MAR 27 2012

STATE OF ILLINOIS

2. Determine the retroactive date. If the date goes back 5 years or more, the Mature Claims-Made Factor from the Claims Made Step Factor table should be applied to the premium developed in 1. above.

Note: The retroactive date may be advanced only at the request of the insured or with the insured's written acknowledgement.

3. If the allied health professional is just entering practice, has been continuously insured under an occurrence policy or if no prior acts coverage is being provided, select the year 1 claims made factor from the Claims Made Step Factor table and apply it to the occurrence premium determined in 1. above.
4. If the allied health professional has been insured under a claims made policy for one or more years immediately preceding the effective date of the policy to be issued, and prior acts coverage is being provided, the following procedure will apply:
 - a. Determine the number of years in which the allied health professional has been insured under a claims made policy;
 - b. The number determined in a. above will be the "prior years of exposure". Fractional years of 6 months or more will be rounded up to the next higher year; less than 6 months will be rounded down to the next lower year.
 - c. The selection from the Claims Made Step Factor table is made by adding one year to the "prior years of exposure" developed in a. and b. above. The additional year is to account for the new policy to be issued.
 - d. The applicable factor in the Claims Made Step Factor **table** is to be applied to the premium developed in 1. above.

TABLE OF CLAIMS-MADE STEP FACTORS

YEARS	STEP FACTORS
YEAR 1	.55
YEAR 2	.69
YEAR 3	.82
YEAR 4	.91
YEAR 5 OR MORE (Mature)	1.00

E. Extended Reporting Period Coverage

An extended reporting period may be provided for up to an unlimited basis, subject to the following:

1. Except as described in 6. below, the extended reporting period is available only if the policy is cancelled or nonrenewed by either the company or the insured.
2. The insured must notify us in writing of his or her election of the extended reporting period within 60 days of the effective date of termination of the policy.
3. Any earned premium due on the policy and the premium for the extended reporting period must be paid in full before the extended reporting period will be effective.
4. The entire premium for the extended reporting period will be deemed earned when the extended reporting period begins.

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Edition 9/2011

MAR 27 2012

STATE OF ILLINOIS

5. The premium for the extended reporting period will be developed by applying the appropriate factor from the table below to the mature claims made premium for Coverage A otherwise developed for the risk based on the rates and rules in effect on the date the policy was last renewed or last issued:

Claims-Made Year	Length of ERP (Years)				
	If Claims made GL coverage is included only the 5 year or unlimited period is allowable.				
	1	2	3	5	Unlimited
1	0.278	0.428	0.533	0.556	0.579
2	0.424	0.676	0.824	0.847	0.870
3	0.539	0.843	0.995	1.019	1.042
4+	0.602	0.915	1.071	1.095	1.119

6. The premium for the extended reporting period will be waived if the insured is an individual and:
- Dies or becomes totally and permanently disabled during the policy period; or
 - Retires, if at least age 55 and insured for professional liability by us for 5 or more continuous years.

If the insured returns to the practice of his or her professional services after retirement or after a period of total and permanent disability and after the issuance of the extended reporting period Endorsement and premium waiver, the extended endorsement will be cancelled unless the insured contacts us within 30 days to request an extended reporting period without waiver of premium and pays the appropriate extended reporting period premium developed from the rates, rules and rating plans in effect for us at the time of the insured's retirement or disability.

7. The Professional liability extended reporting period does not increase or reinstate the limits of liability. If General Liability Coverage is also required for the extended reporting period, then reinstatement must be provided.

F. Leave of Absence

Subject to Company underwriting approval, coverage under an in-force policy may be suspended for a period of not less than 30 days, and not more than six months. This suspension may be made without premium adjustment. The expiration of the policy is extended by the same length of time that the policy was suspended. This feature can be used for a parental leave, medical leave, military call-up to active duty, or a sabbatical.

XV. PREMIUM CALCULATION RULES

A. Base Rates.

The premium for this policy is calculated on a "per professional" basis. The base rates will be applied in accordance with the allied health professional specialty as shown in Tables I and II of Section XVI. If two or more classifications apply to the same professional, the highest rated classification is to be used.

B. Base Rate Adjustments.

1. Part Time. A part-time base rate adjustment factor of .50 will apply to any individual allied health professional who is self-employed and works 16 hours or less per week.

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MAR 27 2012

Edition 9/2011

STATE OF ILLINOIS
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SPRINGFIELD, ILLINOIS

C. Surcharges

Category	Surcharge	Rationale
Supplemental Staffing	A surcharge of up to 25% will apply to entities or individuals engaged in supplemental staffing.	On a sliding scale based upon % of exposure
Registry	A registry surcharge of up to 25% will apply to entities or individuals that do registry services.	On a sliding scale based upon % of exposure
Background Check	A surcharge of up to 10% will apply to entities or individuals not performing background checks on their employees and independent contractors.	No surcharge if background checks adequately performed 5% surcharge if performed randomly 10% if no checks performed
Nursing Homes / Assisted Living Centers / Long Term Care Facilities / Prisons	A surcharge of up to 25% will apply to entities or individuals that do staffing of Nursing Home Facilities, Assisted Living Centers, Long Term Care Facilities, or Prisons.	On a sliding scale based upon % of exposure
High Tech / Critical Care	A surcharge of up to 25% will apply to entities or individuals engaged in high tech / critical care services, including Surgical, Pediatric, Infusion Therapy, and Tracheotomy/Ventilator Care.	On a sliding scale based upon % of exposure

The surcharges shown above are additive if more than one applies, subject to a maximum surcharge of 65%.

D. Full Time Equivalent (FTE).

For all types of risks other than individuals and students, calculate the number of applicable FTEs as follows:

In accordance with the professional rate classifications, sum the total annual hours worked for each classification. Divide each of these totals by classification by 2000 hours (one Full Time Equivalent) to establish the number of FTE slots to be charged for each classification. Fractions of FTE slots per applicable classification grouping will be rounded up to the next highest FTE.

E. Schedule Rating

The schedule rating credit or debit will be equal to the sum of the selected credits or debits given for each of the individual risk characteristics shown in the table below, subject to a maximum credit or debit of 25%.

Characteristic	Max Credit	Max Debit
Claims History	25%	25%
Risk Management	20%	20%
Nature of Operations	15%	15%

F. Territorial Multiplier

Apply the territorial multiplier shown in the state exception pages. Select the territorial multiplier associated with the territory in which the individual works.

G. Entity Rating Factor

An entity rating factor of up to 1.20 will apply to all entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) in addition to any other rating factors that apply, subject to a minimum charge of \$1,000. This rating rule is applied after the application of the increased limits factor but before any other rating factors. This rating rule also applies to student blanket policies.

H. Internet Discount

A 5% credit shall be applied to policies marketed through electronic commerce distribution channels.

XVI. Rates

Table I

Professional Classification	Professional Rate	Student Rate
Addiction Counselor (NAADAC Program) (1)	169	21
Addiction Counselor (Non-NAADAC) (2)	313	18
Addiction Interventionist	417	N/A
Administrative/Clerical	94	31
All other Aide, Assistant, or Technician	224	75
Art, Music, Dance, Pet, and Recreation Therapist (2)	224	N/A
Audiologist	224	75
Auricular & Full Body Acupuncture Therapy and Counseling	626	207
Auricular Acupuncture Therapy and Counseling	313	104
Behavioral Analyst	313	18
Blood Bank Technician	224	75
Cardiology Technician	224	75
Case Workers and Case Manager (2)	313	104
Certified Employee Assistance Professional	241	18
Certified Tech./ Assistant	224	75
Companion	109	37
Cytotechnologist	224	75
Dental Assistant	94	31
Dental Hygienist	224	75
Dialysis Technician	224	75
Dietician/Nutritionist	224	75
EKG/EEG Technician	224	75
Health Educator (2)	224	75
Home Health Aide	145	48
Homemaker	109	37
Intern Mental Health/Addiction Counselor	224	NA
Lab Technician	224	75
Licensed or Certified Mental Health Counselor (2)	313	18
LPN	224	75
Marriage and Family Therapists/Counselor (2)	313	18
Massage Therapist	417	139
Medical Office Assistant	94	31
Medical Records Technician	224	75
Medical Technologist	224	75
MRI Technician	224	75
Nurse Aide	130	43

Professional Classification	Professional Rate	Student Rate
Nurse Practitioner	904	301
Nurse/RN	253	84
Occupational Therapist	289	96
Paramedics/EMTs (Eligible for Students Only)	N/A	145
Pastoral Counselor	313	N/A
Pathology Assistant	224	75
Patient Intake Technician	94	N/A
Personal Coach	313	N/A
Pharmacist (Mail Order, Nuclear)	542	181
Pharmacist (Non-Mail Order – Non-Nuclear)	434	145
Pharmacy Assistant	145	48
Pharmacy Technician (Dispensing)	217	72
Phlebotomist	224	75
Physical Therapist	417	139
Physician's Assistant	N/A	482
Psychological Assistant (Masters Degree) (2)	417	N/A
Psychologist (Bachelors or Masters Degree) (2)	904	N/A
Psychologist (Doctorate Degree)	904	Post Doctoral 224
Radiological Technologist	224	75
Rehabilitation Counselor/Therapist	313	18
Rehabilitation Counselor/Therapist Assistant	224	N/A
Respiratory Assistant	224	75
Respiratory Therapist	434	145
Social Worker (2)	313	18
Speech Therapist (2)	289	96
Surgical Assistant	N/A	482
Surgical Technologist	224	75
Surgical Technologist/First Assistant	224	75
Ultrasound Technician	224	75
Utilization Review Technician (2)	313	N/A
Volunteer	94	N/A
Wellness Counselor (2)	313	18
X-Ray Machine Operator/Technician	224	75

Note 1.

Certified Members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) are to be written in conjunction with the Behavioral Health Purchasing Group with the rate shown in Table I for limits of \$ 1,000,000 Per Professional Incident / \$ 3,000,000 Aggregate. This rate contemplates coverage for individuals who have been NCAC certified as members of NAADAC. The only Optional Coverages under Section XIV offered for these members are the Entity Coverage Extension, the Additional Insured Endorsement and Claims Made Coverage.

Note 2.

A credit of up to 50% applies to individuals who receive primary professional liability coverage from their employer.

Table II

Allied Health Professional Liability Rate Table – Optometrists/Opticians Basic Limits - \$1,000,000 / \$1,000,000		
Professional Classification	Professional Rate	Student Rate
Optometrists	300	100

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Allied Health Professional Liability Rate Table – Optometrists/Opticians		
Basic Limits - \$1,000,000 / \$1,000,000		
Professional Classification	Professional Rate	Student Rate
Opticians	212	71

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DEPARTMENT OF INSURANCE
SPRINGFIELD, ILLINOIS

State Exceptions. Selected countrywide rules are amended as described below:

- I. Under Rule XV. PREMIUM CALCULATION RULES, Rule F., the following Territorial Multiplier applies:

Territory Definitions	Multiplier
1 – Cook County	1.40
2 – Counties of Dupage, Lake and Will	1.20
3 – Remainder of State	1.00

- II. The following rule has been added

PREMIUM PAYMENT INSTALLMENTS

The following installment premium payment plans shall be offered:

1. For annual premiums up to an including \$80,000, a four-installment payment plan payable as follows:
 - a. an initial payment equal to 40% of the premium due at policy inception;
 - b. a second payment equal to 20% of the premium due 3 months from policy inception; and
 - c. a third payment equal to 20% of the premium due 6 months from policy inception.
 - d. a fourth payment equal to 20% of the premium due 9 months from the policy inception
2. For annual premiums in excess of \$80,000, a four-installment payment plan payable as follows:
 - a. an initial payment equal to 25% of the premium due at policy inception;
 - b. a second payment equal to 25% of the premium due 3 months from policy inception;
 - c. a third payment equal to 25% of the premium due 6 months from policy inception;
 - d. a fourth payment equal to 25% of the premium due 9 months from policy inception;

Additional premium resulting from changes to the policy shall be spread over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction.

- III. Under Rule XVI. RATES, The following rate table has been added

Table III

Classification – Territory 1	Rate
Hospice Bed	191
Hospice Physician	4,414

Classification – Territory 2	Rate
Hospice Bed	163
Hospice Physician	3,784

Classification – Territory 3	Rate
Hospice Bed	136
Hospice Physician	3,153

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SPRINGFIELD, ILLINOIS

IV. Under Rule XV. PREMIUM CALCULATION RULES, Rule C. Surcharges is replaced by the following:

Service Category	Surcharge	
Supplemental Staffing Services provided in Nursing Homes, Assisted Living Centers, Long Term Care Facilities, Prisons Registry Services performed in High Tech / Critical Care	A surcharge as indicated below shall apply to entities or individuals engaged in the service category listed based upon the percentage of exposure generated by such:	
	Surcharge applicable	Percentage of Exposure in the category
	No surcharge	Less than 10% of revenues
	5%	≥10% but <15%
	10%	≥15% but <20%
	15%	≥20% but <30%
	20%	≥30% but <40%
	25%	Greater than 40%
Background Check	A surcharge as indicated below shall apply to entities or individuals based upon the background checks on prospective employees.	
	Surcharge Applicable	Background Check Performed
	No Surcharge	Background check completed on all prospective employees at the county and state level
	10%	Background check not completed on prospective employees

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SPRINGFIELD, ILLINOIS**

Neuman, Gayle

From: McBride, Viola [Viola.McBride@acegroup.com]
Sent: Thursday, December 15, 2011 1:51 PM
To: Neuman, Gayle
Subject: RE: ACE American Insurance Co - Filing #11-MR-2009802(R)
Attachments: IL - AHA STATE EXCEPTION PAGE 09-11(R).doc; 2010 CW Manual (Illinois Only) 9 11(R).DOC; IL RF3.DOC

Ms. Neuman,

Attached are copies of the requested documents, which were inadvertently omitted from our original submission. We apologize for any inconvenience caused.

Regards,

Viola McBride
Product Manager
Medical Risk
ACE NA General Counsel
Product Line Support
510 Walnut Street, WB04G
Philadelphia, PA 19106
(215) 640-5238
viola.mcbride@acegroup.com

From: Neuman, Gayle [<mailto:Gayle.Neuman@illinois.gov>]
Sent: Thursday, December 15, 2011 2:24 PM
To: McBride, Viola
Subject: ACE American Insurance Co - Filing #11-MR-2009802(R)

Ms. McBride,

I am in receipt of the above referenced filing.

Because a rate change is included in the filing, ACE American will have to complete and submit a RF-3 Summary Form. Additionally, the filing did not indicate the requested effective date.

Pursuant to 50 Ill. Adm. Code 754.10, identification of all changes to the previous filing is required. Most companies overstrike material that is changed/deleted, and underline material that is added.

I request receipt of your response by December 22, 2011.

Gayle Neuman

Illinois Department of Insurance
Property & Casualty Compliance
(217) 524-6497

Please refer to the Property & Casualty Review Checklists before submitting any filing. The checklists can be accessed through the Department's website at www.insurance.illinois.gov.

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State Exceptions. Selected countrywide rules are amended as described below:

I. Under Rule XV. PREMIUM CALCULATION RULES, Rule F., the following Territorial Multiplier applies:

Territory Definitions	Multiplier
1 – Cook County	1.40
2 – Counties of Dupage, Lake and Will	1.20
3 – Remainder of State	1.00

II. The following rule has been added

PREMIUM PAYMENT INSTALLMENTS

The following installment premium payment plans shall be offered:

1. For annual premiums up to and including \$80,000, a four-installment payment plan payable as follows:
 - a. an initial payment equal to 40% of the premium due at policy inception;
 - b. a second payment equal to 20% of the premium due 3 months from policy inception; and
 - c. a third payment equal to 20% of the premium due 6 months from policy inception.
 - d. a fourth payment equal to 20% of the premium due 9 months from the policy inception
2. For annual premiums in excess of \$80,000, a four-installment payment plan payable as follows:
 - a. an initial payment equal to 25% of the premium due at policy inception;
 - b. a second payment equal to 25% of the premium due 3 months from policy inception;
 - c. a third payment equal to 25% of the premium due 6 months from policy inception;
 - d. a fourth payment equal to 25% of the premium due 9 months from policy inception;

Additional premium resulting from changes to the policy shall be spread over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction.

III. Under Rule XVI. RATES, The following rate table has been added

Table III

<u>Classification – Territory 1</u>	<u>Rate</u>
Hospice Bed	191
Hospice Physician	4,414

<u>Classification – Territory 2</u>	<u>Rate</u>
Hospice Bed	163
Hospice Physician	3,784

<u>Classification – Territory 3</u>	<u>Rate</u>
Hospice Bed	136
Hospice Physician	3,153

I. APPLICATION OF MANUAL

- A. The rules contained in these pages govern the writing of Professional and General Liability policies for Allied Health professionals.
- B. The rules, rates, rating plans and forms filed on behalf of the Company, and not in conflict herewith, will govern in all cases not specifically provided for herein.

II. POLICY TERM

- A. Policies may be written for a term of one year and renewed annually thereafter.

Coverage may be extended for a period not to exceed sixty (60) days beyond expiration date, subject to the consent of the Company and the rates and forms in effect for the expiring policy term. Premiums for this extension shall be calculated on a pro-rata basis.

Coverage may be renewed, subject to the consent of the Company, for additional periods by payment of a premium calculated according to the company's rates, rules and forms in effect at the time of renewal.

III. PREMIUM COMPUTATION

- A. Premiums at policy inception will be computed using rules, rates and rating plan in effect at that time.
- B. When a policy is issued for other than a whole year, the premiums will be computed on a pro-rata basis.

IV. FACTORS OR MULTIPLIERS

Unless otherwise noted, factors or multipliers are to be applied consecutively, as opposed to being added together.

V. POLICY WRITING MINIMUM PREMIUM

No policy minimum premium applies.

VI. WHOLE DOLLAR RULE

- A. The premium for each peril, coverage or exposure for which a separate premium is calculated will be rounded to the nearest whole dollar as follows:
 - 1. Any value involving \$.50 or more will be rounded up to the next highest whole dollar amount.
 - 2. Any value involving \$.49 or less will be rounded down to the next lowest whole dollar amount.

VII. ADDITIONAL PREMIUM CHARGES

- A. All coverage changes or additions involving additional premiums will be pro-rated based upon the effective date of the change.
- B. The rates and rules that were in effect at the inception date of the policy period are to be used in all additional premium calculations.
- C. Additional premiums of \$24 or less may be waived. This waiver only applies to charges due on the effective date of change endorsements.

VIII. RETURN PREMIUMS

- A. Deletion of any coverage other than an optional coverage is not permitted unless the entire policy is cancelled.
- B. Return premiums are computed using rates in effect at the policy inception.
- C. Return premiums are computed pro rata and rounded in accordance with the whole dollar rule when any coverage or exposure is deleted, or an amount of insurance is reduced.

IX. POLICY CANCELLATIONS

- A. This policy may be canceled flat by the Insured within 60 days of the effective date. Evidence of such cancellation must be received by the Company within the 60-day period.
- B. Any cancellation initiated by the Company more than 60 days from inception will be computed on a pro-rata basis.
- C. Cancellation initiated by the Insured will be computed pro rata less a penalty of 10% unless the same coverage is rewritten by the Company, in which case no penalty shall be applied.

X. COVERAGE

- A. Professional Liability is available on an occurrence or claims made basis.
- B. General Liability is provided on an occurrence or claims made basis.

XI. ELIGIBILITY

Rate Tables I and II under Section XVI. of these rules list the categories of service providers that are eligible for coverage.

The following additional eligibility/rating criteria apply to entities:

- 1. Entities with more than 75 full time equivalent employees will be written on a Refer to Company basis.

XII. LIMITS OF LIABILITY

A. The rates displayed in Rate Tables I and II under Section XVI. are to be treated as follows:

1. Table I provides Professional Liability rates for all allied health professionals, other than Optometrists and Opticians, for limits of \$1,000,000/\$3,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits below \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Aggregate	25	100	200	250	500	1,000
75	0.395					
300		0.632				
500				0.752	0.822	
600			0.712			
750				0.758	0.830	
1,000					0.834	0.944
3,000						1.000

2. Table II provides Professional Liability rates for Optometrists and Opticians for limits of \$1,000,000/\$1,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits up to \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Per Professional Incident (000) / Aggregate	
100 / 300	0.449
200 / 600	0.590
250 / 750	0.638
300 / 800	0.682
400 / 900	0.760
500 / 1,000	0.816
1,000 / 1,000	1.000
1,000 / 2,000	1.010
1,000 / 3,000	1.020

XIII. DEDUCTIBLE

The basic Allied Health Professional Liability policy has no deductible.

For firms or entities, the following deductible options may be selected, and the insured is responsible for the entire amount of each loss up to the selected deductible amount.

Deductible eroded by Indemnity	Factor
\$2,500	.975
\$ 5,000	.950
\$10,000	.925
\$15,000	.900
\$20,000	.875
\$25,000	.850
Over \$25,000	Refer to Company

Deductible eroded by Indemnity and Other Payments	Factor
\$2,500	0.968
\$ 5,000	0.935
\$10,000	0.903
\$15,000	0.870
\$20,000	0.838
\$25,000	0.805
Over \$25,000	Refer to Company

XIV. OPTIONAL COVERAGES

A. Additional Insured

An additional insured may be added to the policy for no additional charge for allied health and human services entities, with the exception of entities offering employee assistance program services. The charge for each additional insured will be \$15. All individual policies there will be a charge of \$50 per additional insured.

Such additional insured's may include clinics, hospitals, etc., to which the insured may be contracting with.

Additional insureds as described in this section will be added on a shared limits basis.

A. Additional Insured

An additional insured may be added to the policy for a charge of \$250, with the exception of certified members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) as defined in Note 1 under Rate Table 1 of Section XVI of these rules. For certified members of NAADAC the additional insured charge is \$50. Such additional insureds may include clinics, hospitals, etc., to which the insured may be contracted.

Lessors may be added to the policy as an additional insured at no additional premium. (All other additional insureds must be referred to the Company for underwriting.)

Additional insureds as described in this section will be added on a shared limits basis.

B. General Liability

General Liability is available for an additional premium. The occurrence General Liability premium is calculated at 10% of the mature claims made professional liability premium at the same limit of liability. If the General Liability coverage is provided on a claims made basis then the premium must be calculated as the occurrence premium multiplied by the appropriate step factor. The premium for other limits will be rated on a refer to company basis. Entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) are subject to a minimum charge of \$250.

If General Liability coverage is purchased, then Employee Benefits Liability coverage is available at no additional premium.

Insureds that purchase General Liability may obtain coverage for Certified Acts of Terrorism, as defined in the Terrorism Risk Insurance Act of 2002, for an additional premium charge of up to 5% of the otherwise applicable General Liability premium.

C. Non-Owned Automobile Liability

This coverage option is available for entities only. The premium is calculated by multiplying the applicable rate by the total number of employees. The rates for the available limits options (000) are

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Edition 98/20110

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shown in the table below, along with the minimum premiums applicable to this coverage option.

	\$250/\$250	\$500/\$500	\$1,000/\$1,000	\$1,000/\$3,000
Per Employee Charge	\$14	\$16	\$18	\$20
Minimum Premium	\$250	\$500	\$1,000	\$1,000

D. Claims Made Coverage

The following rating procedures apply to professional liability written on a claims made basis:

1. Determine the applicable occurrence premium.
2. Determine the retroactive date. If the date goes back 5 years or more, the Mature Claims-Made Factor from the Claims Made Step Factor table should be applied to the premium developed in 1. above.

Note: The retroactive date may be advanced only at the request of the insured or with the insured's written acknowledgement.

3. If the allied health professional is just entering practice, has been continuously insured under an occurrence policy or if no prior acts coverage is being provided, select the year 1 claims made factor from the Claims Made Step Factor table and apply it to the occurrence premium determined in 1. above.
4. If the allied health professional has been insured under a claims made policy for one or more years immediately preceding the effective date of the policy to be issued, and prior acts coverage is being provided, the following procedure will apply:
 - a. Determine the number of years in which the allied health professional has been insured under a claims made policy;
 - b. The number determined in a. above will be the "prior years of exposure". Fractional years of 6 months or more will be rounded up to the next higher year; less than 6 months will be rounded down to the next lower year.
 - c. The selection from the Claims Made Step Factor table is made by adding one year to the "prior years of exposure" developed in a. and b. above. The additional year is to account for the new policy to be issued.
 - d. The applicable factor in the Claims Made Step Factor table is to be applied to the premium developed in 1. above.

TABLE OF CLAIMS-MADE STEP FACTORS

YEARS	STEP FACTORS
YEAR 1	.55
YEAR 2	.69
YEAR 3	.82
YEAR 4	.91
YEAR 5 OR MORE (Mature)	1.00

E. Extended Reporting Period Coverage

An extended reporting period may be provided for up to an unlimited basis, subject to the following:

1. Except as described in 6. below, the extended reporting period is available only if the policy is cancelled or nonrenewed by either the company or the insured.
2. The insured must notify us in writing of his or her election of the extended reporting period within 60 days of the effective date of termination of the policy.
3. Any earned premium due on the policy and the premium for the extended reporting period must be paid in full before the extended reporting period will be effective.
4. The entire premium for the extended reporting period will be deemed earned when the extended reporting period begins.
5. The premium for the extended reporting period will be developed by applying the appropriate factor from the table below to the mature claims made premium for Coverage A otherwise developed for the risk based on the rates and rules in effect on the date the policy was last renewed or last issued:

Claims-Made Year	Length of ERP (Years)				
	If Claims made GL coverage is included only the 5 year or unlimited period is allowable.				
	1	2	3	5	Unlimited
1	0.278	0.428	0.533	0.556	0.579
2	0.424	0.676	0.824	0.847	0.870
3	0.539	0.843	0.995	1.019	1.042
4+	0.602	0.915	1.071	1.095	1.119

6. The premium for the extended reporting period will be waived if the insured is an individual and:
 - i. Dies or becomes totally and permanently disabled during the policy period; or
 - ii. Retires, if at least age 55 and insured for professional liability by us for 5 or more continuous years.

If the insured returns to the practice of his or her professional services after retirement or after a period of total and permanent disability and after the issuance of the extended reporting period Endorsement and premium waiver, the extended endorsement will be cancelled unless the insured contacts us within 30 days to request an extended reporting period without waiver of premium and pays the appropriate extended reporting period premium developed from the rates, rules and rating plans in effect for us at the time of the insured's retirement or disability.

7. The Professional liability extended reporting period does not increase or reinstate the limits of liability. If General Liability Coverage is also required for the extended reporting period, then reinstatement must be provided.

F. Leave of Absence

Subject to Company underwriting approval, coverage under an in-force policy may be suspended for a period of not less than 30 days, and not more than six months. This suspension may be made without premium adjustment. The expiration of the policy is extended by the same length of time that the policy was suspended. This feature can be used for a parental leave, medical leave, military call-up to active duty, or a sabbatical.

XV. PREMIUM CALCULATION RULES

A. Base Rates.

The premium for this policy is calculated on a "per professional" basis. The base rates will be applied in

accordance with the allied health professional specialty as shown in Tables I and II of Section XVI. If two or more classifications apply to the same professional, the highest rated classification is to be used.

B. Base Rate Adjustments.

1. Part Time. A part-time base rate adjustment factor of .50 will apply to any individual allied health professional who is self-employed and works 16 hours or less per week.

C. Surcharges

Category	Surcharge	Rationale
Supplemental Staffing	A surcharge of up to 25% will apply to entities or individuals engaged in supplemental staffing.	On a sliding scale based upon % of exposure
Registry	A registry surcharge of up to 25% will apply to entities or individuals that do registry services.	On a sliding scale based upon % of exposure
Background Check	A surcharge of up to 10% will apply to entities or individuals not performing background checks on their employees and independent contractors.	No surcharge if background checks adequately performed 5% surcharge if performed randomly 10% if no checks performed
Nursing Homes / Assisted Living Centers / Long Term Care Facilities / Prisons	A surcharge of up to 25% will apply to entities or individuals that do staffing of Nursing Home Facilities, Assisted Living Centers, Long Term Care Facilities, or Prisons.	On a sliding scale based upon % of exposure
High Tech / Critical Care	A surcharge of up to 25% will apply to entities or individuals engaged in high tech / critical care services, including Surgical, Pediatric, Infusion Therapy, and Tracheotomy/Ventilator Care.	On a sliding scale based upon % of exposure

The surcharges shown above are additive if more than one applies, subject to a maximum surcharge of 65%.

D. Full Time Equivalent (FTE).

For all types of risks other than individuals and students, calculate the number of applicable FTEs as follows:

In accordance with the professional rate classifications, sum the total annual hours worked for each classification. Divide each of these totals by classification by 2000 hours (one Full Time Equivalent) to establish the number of FTE slots to be charged for each classification. Fractions of FTE slots per applicable classification grouping will be rounded up to the next highest FTE.

E. Schedule Rating

The schedule rating credit or debit will be equal to the sum of the selected credits or debits given for each of the individual risk characteristics shown in the table below, subject to a maximum credit or debit of 25%.

Characteristic	Max Credit	Max Debit
Claims History	25%	25%
Risk Management	20%	20%
Nature of Operations	15%	15%

F. Territorial Multiplier

Apply the territorial multiplier shown in the state exception pages. Select the territorial multiplier associated with the territory in which the individual works.

G. Entity Rating Factor

An entity rating factor of up to 1.20 will apply to all entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) in addition to any other rating factors that apply, subject to a minimum charge of \$1,000. This rating rule is applied after the application of the increased limits factor but before any other rating factors. This rating rule also applies to student blanket policies.

H. Internet Discount

A 5% credit shall be applied to policies marketed through electronic commerce distribution channels.

XVI. Rates

Table I

Professional Classification	Professional Rate	Student Rate
Addiction Counselor (NAADAC Program) (1)	169	21
Addiction Counselor (Non-NAADAC) (2)	313	18
Addiction Interventionist	417	N/A
Administrative/Clerical	94	31
All other Aide, Assistant, or Technician	224	75
Art, Music, Dance, Pet, and Recreation Therapist (2)	224	N/A
Audiologist	224	75
Auricular & Full Body Acupuncture Therapy and Counseling	626	207
Auricular Acupuncture Therapy and Counseling	313	104
Behavioral Analyst	313	18
Blood Bank Technician	224	75
Cardiology Technician	224	75
Case Workers and Case Manager (2)	313	104
Certified Employee Assistance Professional	241	18
Certified Tech./ Assistant	224	75
Companion	109	37
Cytotechnologist	224	75
Dental Assistant	94	31
Dental Hygienist	224	75
Dialysis Technician	224	75
Dietician/Nutritionist	224	75
EKG/EEG Technician	224	75
Health Educator (2)	224	75
Home Health Aide	145	48
Homemaker	109	37
Intern Mental Health/Addiction Counselor	224	NA
Lab Technician	224	75
Licensed or Certified Mental Health Counselor (2)	313	18
LPN	224	75
Marriage and Family Therapists/Counselor (2)	313	18
Massage Therapist	417	139
Medical Office Assistant	94	31
Medical Records Technician	224	75
Medical Technologist	224	75
MRI Technician	224	75
Nurse Aide	130	43

Professional Classification	Professional Rate	Student Rate
Nurse Practitioner	904	301
Nurse/RN	253	84
Occupational Therapist	289	96
Paramedics/EMTs (Eligible for Students Only)	N/A	145
Pastoral Counselor	313	N/A
Pathology Assistant	224	75
Patient Intake Technician	94	N/A
Personal Coach	313	N/A
Pharmacist (Mail Order, Nuclear)	542	181
Pharmacist (Non-Mail Order – Non-Nuclear)	434	145
Pharmacy Assistant	145	48
Pharmacy Technician (Dispensing)	217	72
Phlebotomist	224	75
Physical Therapist	417	139
Physician's Assistant	N/A	482
Psychological Assistant (Masters Degree) (2)	417	N/A
Psychologist (Bachelors or Masters Degree) (2)	904	N/A
Psychologist (Doctorate Degree)	904	Post Doctoral 224
Radiological Technologist	224	75
Rehabilitation Counselor/Therapist	313	18
Rehabilitation Counselor/Therapist Assistant	224	N/A
Respiratory Assistant	224	75
Respiratory Therapist	434	145
Social Worker (2)	313	18
Speech Therapist (2)	289	96
Surgical Assistant	N/A	482
Surgical Technologist	224	75
Surgical Technologist/First Assistant	224	75
Ultrasound Technician	224	75
Utilization Review Technician (2)	313	N/A
Volunteer	94	N/A
Wellness Counselor (2)	313	18
X-Ray Machine Operator/Technician	224	75

Note 1. Certified Members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) are to be written in conjunction with the Behavioral Health Purchasing Group with the rate shown in Table I for limits of \$ 1,000,000 Per Professional Incident / \$ 3,000,000 Aggregate. This rate contemplates coverage for individuals who have been NCAC certified as members of NAADAC. The only Optional Coverages under Section XIV offered for these members are the Entity Coverage Extension, the Additional Insured Endorsement and Claims Made Coverage.

Note 2. A credit of up to 50% applies to individuals who receive primary professional liability coverage from their employer.

Table II

Allied Health Professional Liability Rate Table – Optometrists/Opticians		
Basic Limits - \$1,000,000 / \$1,000,000		
Professional Classification	Professional Rate	Student Rate
Optometrists	300	100

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Edition 9/2011

Allied Health Professional Liability Rate Table – Optometrists/Opticians		
Basic Limits - \$1,000,000 / \$1,000,000		
Professional Classification	Professional Rate	Student Rate
Opticians	212	71